

**TERMS AND CONDITIONS THAT APPLY TO ALL TERM  
AGREEMENTS REGARDLESS OF THE TYPE**

1. **Payments:** All payment obligations are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures and in this regard the Lessor/Contractor agrees to execute such State payment (invoice) forms not inconsistent herewith.
2. **Term:** The term of this agreement shall be for that period shown in solicitation package, except where the Using Agency agrees to a later beginning date for the same term and notifies the Indiana Department of Administration in writing of a different commencement and termination date.
3. **Taxes:** The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Lessor/Contractor as a result of this agreement.
4. **Patents:** The Lessor/Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Lessor/Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Lessor/Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Lessor/Contractor, and provided that the State:
  - A. Gives the Lessor/Contractor a prompt written notice of any claim; and
  - B. Allows the Lessor/Contractor to control and fully cooperates with the Lessor/Contractor in the defense and all related settlement negotiations.
5. **Obligation:** Lessor/Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Lessor/Contractor's opinion, is likely to become the subject of such a claim, the State will permit Lessor/Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Lessor/Contractor. The Lessor/Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Lessor/Contractor.
6. **Default:**
  - A. If the Using Agency, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, then the Lessor/Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.
  - B. If the Lessor/Contractor, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, the Using Agency may cancel and terminate this Agreement and thereafter owe no further monies for equipment usage beyond the termination date.
7. **Multi-Term Funding Cancellation Clause:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
8. **Termination For Convenience:** This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Lessor/Contractor shall be compensated for services rendered prior to the effective date of termination. The Lessor/Contractor shall be compensated for services herein provided but in no case shall total payment made to contractor exceed the original contract price due on contract or any price increase be allowed on individual line items if canceled only in part prior to the original termination date.
9. **Assignment:** The Lessor/Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Lessor/Contractor may assign its right to receive payments to such third parties as the Lessor/Contractor may desire without the prior written consent of the State, provided that Lessor/Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
10. **Nondiscrimination:** Pursuant to IC 22-9-1-10, Lessor/Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his/her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of his/her race, color, religion, sex, disability, national origin, ancestry, or status as a veteran. The Lessor/Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding the Lessor/Contractor, and its subcontractors, if any, agree that if the Lessor/Contractor employs 50 or more employees and does at least \$50,000 worth of business with the State and is not exempt, the Lessor/Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Breach of this covenant may be regarded as a material breach of contract. The State of Indiana shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

11. **Alterations and Attachments:** An alteration or attachment to equipment may be made only upon approval by the Lessor/Contractor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Lessor/Contractor, or upon notice from Lessor/Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical.
12. **Authority to Bind Lessor/Contractor:** Notwithstanding anything in the contract to the contrary, the signatory for the Lessor/Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Lessor/Contractor designated in the solicitation package and has obtained all necessary or applicable approval from the home office of the Lessor/Contractor to make this contract fully binding upon the Lessor/Contractor when his/her signature is affixed and is not subject to home office acceptance hereto and accepted by the State of Indiana.
13. **Independent Lessor/Contractor:** Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
14. **Penalties/Interest/Attorney's Fees:** The State will in good faith perform its required obligations hereunder but does not agree to pay any penalties, interest, liquidated damages, or attorney's fees except as expressly required by Indiana Law including, but not limited to, IC 34-54-8-5 et seq.; IC 34-13-1-6 et seq.; and IC 5-17-5-1 et seq.
15. **Waiver of Rights:** No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
16. **Compliance with Laws:** The Lessor/Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this agreement shall be reviewed by the State of Indiana and the Lessor/Contractor to determine whether the provisions of the contract require formal amendment.
17. **Hold Harmless/Indemnification:** The Lessor/Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Lessor/Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Lessor/Contractor.
18. **Maintaining a Drug-Free Workplace:**

The Lessor/Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Lessor/Contractor will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in subcontractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the Lessor/Contractor for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, Lessor/Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Lessor/Contractor and made a part of the contract or agreement as part of the contract documents.

The Lessor/Contractor certifies and agrees that it will provide a drug-free workplace policy by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Lessor/Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Lessor/Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Lessor/Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision ( c )(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision ( c )(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

19. **General:** This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by a written agreement signed by all authorized and required parties. The terms, conditions, and specifications of the original solicitation, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they have been fully set out herein.

20. **Open Competition:** The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their quote/bid.

21. **Delivery:** Delivery must be made at the time agreed upon. If any indicated or actual delays arise, the Using Agency designated to receive the merchandise must be notified immediately and the cause for such delay stated. If any goods or services are not delivered within the time specified on any purchase order, or within a reasonable time if no time is specified, the Using Agency may refuse to accept such goods and the Indiana Department of Administration Procurement Division may cancel the agreement. The Lessor/Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration Procurement Division,

22. **Prices:** Prices listed for each item are firm and cannot be changed without the written consent of the Director of the Indiana Department of Administration Procurement Division. Any upward revision in price may be rejected at the discretion of the Director of the Procurement Division and may result in cancellation of the Purchase Order without recourse on the part of the Lessor/Contractor.

23. **Warranty:** The Lessor/Contractor will furnish all parts and maintenance at no charge for a period of at least ninety

(90) days or the manufacturer's standard warranty, whichever is longer, beginning on the first day after acceptance by the Using Agency, provided that such maintenance and parts are not required because of accident, neglect, misuse, failure of electrical power or air-conditioning humidity control, or causes other than ordinary use. Any such service required as a result of erroneous site preparation specification furnished by the Lessor/Contractor or otherwise required due to the fault or negligence of the Lessor/Contractor shall also be provided by the Lessor/Contractor at no additional charge. All replaced parts shall become the property of the Lessor/Contractor. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Lessor/Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. The warranty shall apply to the replacement machine beginning on the first day following delivery of the replacement machine to the Using Agency.

24.

**Title:** Title passes to the State for each piece of equipment on the date of acceptance by the Using Agency except for pieces of equipment that are being rented or acquired under a Lease/Purchase Agreement. See additional terms under Lease/Purchase and Rental of Equipment.

25. **Insurance:** If this agreement provides for work to be performed by the Lessor/Contractor on property owned or controlled by the State of Indiana, or on property of others named herein, Lessor/Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Lessor/Contractor's employees.

If required by contract, the Lessor/Contractor shall furnish to the Indiana Department of Administration Procurement Division, upon request, a written certificate obtained from an approved insurance company or proper governmental authority establishing that said insurance of employees has been procured and that premiums therefore have been paid and specifying the name of the insurer and the policy number and expiration dates.

26. **Force Majeure:** In the event that either party is unable to perform any of its obligations under this contract – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

27. **Governing Laws:** This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

28. **Work Standards:** The Lessor/Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.
29. **Contract Confidentiality of State Information:** The Lessor/Contractor understands and agrees that data, materials, and information disclosed to Lessor/Contractor may contain confidential and protected data; therefore, the Lessor/Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Lessor/Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
30. **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition:** The Lessor/Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein secured, developed, written, or produced by the Lessor/Contractor in furtherance of this Contract, shall be the property of the State and that the Lessor/Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Lessor/Contractor. By this contract the Lessor/Contractor specifically waives and/or releases to the State any cognizable property right in the Lessor/Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.
31. **Ownership of Documents and Materials:** All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Lessor/Contractor without prior written consent of the State is prohibited. During the performance of the services specified, the Lessor/Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while they are in the possession of the Lessor/Contractor and any loss or damage thereto shall be restored at the Lessor/Contractor's expense. Full, immediate, and unrestricted access to the work product of the Lessor/Contractor during the term of this contract shall be available to the State.
32. **Progress Reports:** The Lessor/Contractor will submit a progress report to the State upon request. The report will be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule and the completion can be reasonably assured on the scheduled date.
33. **Access to Records:** The Lessor/ Contractor and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.
34. **Substantial Performance:** This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
35. **Year 2000 Compliant:** Any and all Technology Products supplied by the Lessor/Contractor will be Year 2000 Compliant. "Year 2000 Compliant" means that the information technology will accurately process date and time data from, into, and between the 20<sup>th</sup> and 21<sup>st</sup> centuries, the year 1999 and 2000, and for all leap years. "Process Data and Time Data" includes, but is not limited to, date calculations, logical functions, program branching, format conversion edits and validations, and the use of dates in comparisons, sorting, sequencing, merging, retrieving, searching, and indexing. Furthermore, Year 2000 Compliant information technology, when used in combination with other information technology, shall accurately process date and time data if the other technology properly exchanges date and time data with it.
36. **Year 2000 -- Suppliers:** All Lessor/Contractors who are suppliers of any and all goods and services contracted by the State of Indiana will be Year 2000 Compliant. "Year 2000 Compliant" means that they can continue their business operations and will accurately process date and time data from, into, and between the 20<sup>th</sup> and 21<sup>st</sup> centuries, the year 1999 and 2000, and for all leap years. "Process Data and Time Data" includes, but is not limited to, date calculations, logical functions, program branching, format conversion, edits and validations, and the use of dates in comparisons, sorting, sequencing, merging, retrieving, searching, and indexing. Furthermore, Year 2000 Compliant, when used in combination with Lessor/Contractor's other date-required interfaces, shall accurately process date and time data passed to or received from Lessor/Contractor's other customers/suppliers and properly exchanges date and time data with them.
37. **Conflict of Interest:**
- A. As used in this section:  
"Immediate family" means the spouse and the unemancipated children of an individual.  
"Interested party" means:
    1. The individual executing this Contract;
    2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
    3. Any member of the immediate family of an individual specified under subdivision 1 or 2."Department" means the Indiana Department of Administration.  
"Commission" means the State Ethics Commission.
  - B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
  - C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of **Indiana of the interested party does not violate** any statute or code relating to ethical conduct of

state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

#### **THIS TERM AND CONDITION ONLY APPLIES TO TRASH SERVICES**

##### **1. Landfill and/or Incinerator Clause 25 IAC 1.1-1-17**

The rate for Solid Waste Removal Services set out herein shall be composed of two components:

- A. The fee charged by the Lessor/Contractor for services in provisions of containers and removal and hauling of the waste;
- B. The pass-through of any landfill or incinerator charges incurred by Lessor/Contractor. The Lessor/Contractor's fee shall remain fixed for the full term of the contract. However, upon presentation of written verification that the landfill or incinerator operator has increased or decreased the landfill or incinerator charges, the landfill or incinerator charge component of the contract will be increased or decreased to match the new landfill or incinerator charge.

**Incinerator:** Written verification from the incinerator on incinerator letterhead stating the specific amount per ton of the increase or decrease.

**Landfill:** Written verification from the landfill on landfill letterhead stating the specific amount per cubic yard of the increase or decrease. The above written verifications must be submitted with a letter from the Lessor/Contractor to the Using Agency.

#### **THESE TERMS AND CONDITIONS APPLY TO THE LEASE TO PURCHASE AND/OR RENTAL OF ANY TYPE OF EQUIPMENT**

1. **Initial Condition of Equipment:** Any equipment leased hereunder shall be new unless otherwise stated.
2. **Installation:**
- A. The Lessor/Contractor shall install the equipment described herein ready for use by the commencement date of the term as specified in the solicitation as agreed to prior to the commencement date by the Using Agency.
- B. The commencement date of the term may be postponed by mutual consent and written notice to the Lessor/Contractor, the Using Agency, and the Indiana Department of Administration.
- C. The Using Agency agrees to have the site prepared in accordance with the Lessor/Contractor's written minimum site and environmental requirements. Such requirements have been provided in writing to the Using Agency or the Indiana Department of Administration by Lessor/Contractor prior to the execution of this Agreement.
- D. Installation shall be performed in a professional and workmanlike manner and conform to all

recommendations of the manufacturer and good construction and engineering practices.

- E. During the period of installation, the facilities may be in use by the Using Agency. The Lessor/Contractor shall schedule and coordinate the work with the Using Agency to cause the least possible interruption of the Using Agency's activities in and around the facilities. It is intended that work be performed **during normal working hours** of the Using Agency, unless the Using Agency directs otherwise in writing prior to the commencement date.

3. **Acceptance of Equipment:** Following the delivery and installation of the equipment described herein and the Lessor/Contractor's certification that the equipment has been successfully installed and is ready for use, the Using Agency shall immediately inspect the same and shall provide written acceptance of such equipment within ten (10) business days following the Lessor/Contractor's certification of the equipment being ready for use. The failure of the Using Agency to issue written acceptance within such ten (10) day period shall not constitute acceptance. The Lessor/Contractor may, upon the failure of the Using Agency to issue timely acceptance, demand a written acceptance and Using Agency will be deemed to have accepted the equipment if it has not accepted or rejected the equipment within ten (10) days receipt of the Lessor/Contractor's written demand for acceptance.

If the equipment fails to conform to the requirements of this contract including, but not limited to, the specifications of the original solicitation packaged and the representations contained in the bid of the Lessor/Contractor, the equipment may be rejected.

Risk of loss shall pass to the State upon acceptance.

4. **Maintenance of Equipment:**
- A. The Lessor/Contractor shall keep the equipment in good operating condition. For this purpose, the Lessor/Contractor shall have full and free access to the security policies and procedures of the Using Agency. Maintenance of equipment shall be provided on an "on call" basis. Lessor/Contractor must respond within twenty-four (24) hours of service call placement unless otherwise stated in the original solicitation package.
- B. Upon request, the Lessor/Contractor shall specify the preventive maintenance schedule required for the equipment. The Using Agency will allow the Lessor/Contractor time for preventive maintenance. Preventive maintenance will normally be performed at a time mutually agreed to by the Using Agency and the Lessor/Contractor.
- C. All remedial maintenance will be performed promptly after notification of malfunction. Lessor/Contractor shall provide the Using Agency with a designated person or place to contact and shall make arrangements to enable its maintenance personnel or representatives to receive such notification promptly. Should a specific response time be required, either in the specifications listed in the solicitation or in the form of an addendum to the agreement, the Lessor/Contractor shall respond within said period.
- D. There will be no charge for travel expenses associated with maintenance service under this agreement.

- E. The Using Agency agrees to pay, at Lessor/Contractor's applicable time and material rate then in effect, all charges for parts, maintenance and other service activities caused by: (1) misuse, (2) alterations, and (3) attachments.
- F. There will be no extra charge for replacement parts, except as provided in paragraph E above.
- G. Lessor/Contractor's obligation to maintain the equipment under this lease shall terminate upon exercise by the State of its purchase option. Lessor/Contractor shall thereafter be obligated to offer maintenance services to the State at Lessor/Contractor's standard prices for a period of not less than four (4) years.

**5. Possession and Enjoyment:** Lessor/Contractor hereby covenants to provide the State during the term of this Lease with the quiet use and enjoyment of the equipment, and the State shall, during the term of the Lease, peacefully and quietly have and hold and enjoy the equipment, without suit, trouble, or hindrance, except as expressly set forth in this Lease.

**THIS TERM AND CONDITION ONLY APPLIES TO A LEASE PURCHASE AGREEMENT/LEASE TO OWN**

**1. Title:**

- A. Title to the equipment will pass to the State upon notification to the Lessor/Contractor of the State's intent to exercise its purchase option.
- B. When the State exercises any option to purchase granted under the original solicitation, Lease payments shall cease when the State gives the Lessor/Contractor notice of its exercise of the option.
- C. The Purchase option(s) are as follows:

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**THIS TERM AND CONDITION APPLIES TO ALL QUANTITY PURCHASE AGREEMENT, LEASE PURCHASES, RENTALS, AND SERVICES**

- 1. **Renewal Option:** This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4. The total term of this contract, including all renewals, shall not exceed four (4) years.

**Attorney General Approval:** This Agreement has been approved by the Indiana Attorney General by letter dated January 14, 2000 as a form agreement (subject to completion of the blank spaces with appropriate information and proper execution) under Indiana Code 4-13-2-14.3(e). This Agreement is void if any changes are made without proper written approval of the Indiana Attorney General